# **Warranty conditions**

### **General and warranty**

We, the FOND OF GmbH, grant a four-year manufacturer's warranty on all schoolbags purchased on or after October 1, 2025, covering material and processing defects. The warranty period begins on the date of purchase.

#### Purchases before September 15 of a given year:

If the schoolbag is purchased before September 15 of a given year, the warranty ends on September 15 four years later.

Example:

A family purchases a backpack on June 10, 2026; the child starts school in August 2026.

Warranty period calculation: Purchase date: June 10, 2026 Start of period: June 11, 2026 End of period: September 15, 2030

→ The warranty begins on the date of purchase and ends on September 15, 2030.

#### Purchases on or after September 15 of a given year:

If the backpack is purchased on or after September 15 of a given year, the warranty ends four years after the date of purchase.

Example:

A family purchases a backpack on September 20, 2026; the child starts school in August 2026.

Warranty period calculation: Purchase date: September 20, 2026 Start of period: September 21, 2026 End of period: September 20, 2030

→ The warranty begins on the date of purchase and ends on September 20, 2030.

This warranty is valid in the European Union and Switzerland, provided that you have purchased an ergobag schoolbag as a consumer within the meaning of § 13 BGB (German Civil Code).

Your statutory rights as a consumer in the event of defects (remedy of defects, withdrawal or reduction as well as, if applicable, damages in accordance with Sections 437 et seq. German Civil Code) are not limited by this warranty, but can be asserted against the respective dealer (seller) independently and free of charge.

If you identify material or processing defects within the warranty period and return the ergobag school bag to the respective dealer or directly to us before the warranty expires, we will rectify the defect in question or replace the ergobag school bag with a defect-free product. We make the decision on how to remedy the defects. We will cover the costs incurred for rectifying defects as well as any shipping costs incurred. We will not cover any additional costs that may arise in connection with the warranty claim, such as packaging costs.

The warranty does not cover normal wear and tear and damage caused by improper handling, accidents or extreme temperatures.

All accessories of the ergobag school bags to which only the statutory warranty rights apply are excluded from the warranty, in particular: Leisure backpacks, duffle bags, gym bags, pencil cases and rolls incl. filling, rain capes, folder boxes, drinking bottles, neck pouches, hangies, kletties, zippies, school cone, umbrellas and reflective stickers.

Please note that the ergobag school bag may deform due to external influences such as a washing cycle in the dishwasher or washing machine or strong force from above, such as sitting on it, causing it to lose its stability. In addition, the deformed body can lead to the inability to open/close your school bag (pack/cubo/maxi/cubo light) properly. In these cases, our warranty does not apply, as it is a case of incorrect handling.

In the event of a warranty claim, the warranty period will not be extended.

## Making a warranty claim

In the event of a warranty claim, please contact us as the guarantor:

FOND OF GmbH Vitalisstraße 67 50827 Köln info@ergobag.de +49 (0) 221 9567 3230

To make a warranty claim, you must first provide details of your ergobag schoolbag by e-mail, telephone or directly using the online contact form provided. These details include the proof of purchase (invoice or receipt), a description of the damage, photos of the damage and the personal address of the applicant. Approximately 1–2 working days after submitting the form, you will receive a reply from us by e-mail in which the warranty case is qualified and the further procedure is explained.

## Procedure in the event of a warranty claim

If all the necessary information is provided, you will receive a return label to return the ergobag school bag to us in the original box or suitable packaging. As soon as the package has arrived and been unpacked, the inspection and repair of the school bag will take place. If the defect in the product is irreparable, you will be contacted again by e-mail and informed of your right to a replacement product. If the inspection shows that there is no valid warranty claim, we will return your ergobag school bag to you free of charge.

